

SAMPLE NANO-SATELLITE LAUNCH CHALLENGE TEAM AGREEMENT BETWEEN SPACE FLORIDA SMALL SATELLITE RESEARCH CENTER AND (INSERT NAME OF TEAM HERE)

1 INTRODUCTION

This AGREEMENT ("AGREEMENT") is entered into by Space Florida Small Satellite Research Center ("SFSSRC") and (Insert name of TEAM) ("TEAM") located at (Insert address of individual or company here). SFSSRC and TEAM are collectively referred to as "the Parties".

The purpose of this AGREEMENT is to establish the conditions for TEAM to qualify and participate in a technology demonstration competition, specifically the Nano – Satellite Launch CHALLENGE ("CHALLENGE") to be conducted in 2013, which is intended to bring forth innovations in propulsion and other technologies, as well as operations and management relative to safe, low – cost, small payload delivery systems for frequent access to Earth orbit. These technologies will be beneficial to broader applications in future launch systems and commercial capability for dedicated launches of small satellites at a cost comparable to secondary payload launches – a potential new market with government, commercial, and academic customers.

The CHALLENGE will be conducted in a safe manner in concurrence with accepted industry standards and practices resulting in monetary awards to the winning TEAMS. The winners of the CHALLENGE will be determined by a panel of judges selected by SFSSRC, and based on objective criteria and rules made available to each TEAM. SFSSRC has arranged for the following purse to be funded by the National Aeronautics and Space Administration ("NASA") ("FUNDERS"): US \$3,000,000 (three million U.S. dollars)("Prize") for the CHALLENGE winners. Unless TEAM wins the CHALLENGE as determined by the judges selected by SFSSRC, TEAM will not receive payment of any kind for preparation of or participation by TEAM in the CHALLENGE. CHALLENGE winners will be paid directly by the FUNDERS. SFSSRC is not responsible for making any payments to CHALLENGE winners.

Execution of this AGREEMENT indicates the willingness and intent of TEAM to participate in the CHALLENGE and to follow and abide by all terms of this AGREEMENT. All interactions by TEAM regarding CHALLENGE will be directly with SFSSRC. TEAM MEMBERS will communicate with SFSSRC through TEAM LEADER.

2 CHALLENGE DETAILS

2.1 Overview

The CHALLENGE is designed to bring forth innovations in propulsion and other technologies, as well as operations and management relevant to safe, low-cost, small payload delivery systems for frequent access to Earth orbit. The CHALLENGE will be conducted by SFSSRC, an allied organization selected by NASA to administer the CHALLENGE at no cost to NASA. The Prize for the CHALLENGE is provided by NASA through the Centennial Challenges Program.

The TEAMS that can successfully launch a nano-satellite twice within seven consecutive days and have the nano-satellites complete at least one Earth orbit will be eligible to win the CHALLENGE and to receive one of the prizes.

2.2 CHALLENGE Rules

Refer to the Nano-Satellite Launch CHALLENGE Rules as issued by SFSSRC for CHALLENGE overview, rules, and definitions. These rules may be amended by SFSSRC, and are incorporated herein by reference.

2.3 Deadline

CHALLENGE will be conducted in 2013-2014, unless extended at SFSSRC's discretion.

2.4 Financing

TEAM shall not obtain U.S. federal or foreign government funding greater than \$150,000 for purposes of participation in CHALLENGE. NASA Space Grant Consortiums and university students are exempt from this prohibition so long as their funding is not directly tied to participation in the Challenge.

2.5 Uses of Federal Resources

TEAM is permitted to use or pay for the use of U.S. Government facilities, personnel, hardware, or information previously developed by the U.S. Government if access is available on an equitable basis. TEAM must inform SFSSRC in advance of planned use of U.S. Government facilities, personnel, hardware, or information previously developed by the U.S. Government. SFSSRC will determine if access is available on an equitable basis.

A TEAM using information previously developed with U.S. Government funding must declare such information to SFSSRC and shall promptly make such information available to SFSSRC, NASA, and other competitors upon request.

2.6 Government Regulations and Licensing

TEAM will comply with all U.S. laws, regulations, and policies, including those relating to export control and nonproliferation, and the laws of relevant state and local jurisdiction that pertain to or govern any activities conducted by TEAM in connection with the CHALLENGE.

2.7 Eligibility to Participate

All persons or entities that wish to participate in the CHALLENGE must register as MEMBERS of the TEAM (hereafter “TEAM MEMBERS”) and enter into an AGREEMENT with SFSSRC in the form of this AGREEMENT by signing and delivering to SFSSRC the AGREEMENT or an Adoption of AGREEMENT in the form set out in Exhibit A (“Adoption”). Each entity TEAM MEMBER must also identify on its Adoption, the names and nationalities of all individuals (“Entity Participants”) associated with such entity TEAM MEMBER who participates in any way in the CHALLENGE. Each entity TEAM MEMBER shall assure that each of its Entity Participants (i) complies with all applicable terms of this AGREEMENT and all rules of the CHALLENGE, and (ii) is covered by the TEAM insurance policy required under this AGREEMENT. Each entity TEAM MEMBER shall indemnify SFSSRC and FUNDER for any costs, claims, or damages arising from the acts or omissions of such entity TEAM MEMBER’s Entity Participants.

A TEAM is comprised of one or more TEAM MEMBERS. All TEAM MEMBERS and Entity Participants, as applicable, shall be considered registered participants in the CHALLENGE. The TEAM MEMBERS must designate a TEAM LEADER who is a registered individual TEAM MEMBER of their TEAM or an Entity Participant of an entity TEAM MEMBER on the team.

The TEAM LEADER shall serve as a TEAM’s sole representative in the CHALLENGE, shall be the TEAM’s administrative point of contact with SFSSRC, and shall have the authority to bind the TEAM and all TEAM MEMBERS in all matters relating to the CHALLENGE and the relationship between the TEAM and SFSSRC.

All TEAM MEMBERS, including TEAM LEADER, will apply to register for the CHALLENGE by signing and delivering to SFSSRC an original Adoption, and must receive written concurrence by SFSSRC in order to be considered TEAM MEMBERS and registered participants in the CHALLENGE.

By signing an Adoption, each TEAM MEMBER is deemed to have signed this AGREEMENT and is committing itself, and its Entity Participants, as applicable, to be bound by all the terms of this AGREEMENT. Further, by signing this AGREEMENT, the TEAM LEADER is representing that all TEAM MEMBERS have executed the Adoption of AGREEMENT and that no one else will become a TEAM MEMBER, Entity Participant, or otherwise participate in the CHALLENGE with the TEAM until such new TEAM MEMBER has signed this AGREEMENT, or such new Entity Participant has been added to the list of Entity Participants on an entity TEAM MEMBER’s Adoption of AGREEMENT, and TEAM LEADER has received concurrence from SFSSRC. SFSSRC may disqualify any TEAM if it discovers that an individual is participating in the CHALLENGE with such TEAM who has not complied with the foregoing requirements. TEAM LEADER will provide SFSSRC with a copy of the Adoption signed by each TEAM MEMBER. Only individual TEAM MEMBERS and/or Entity Participants are allowed to be in the competition area.

If a TEAM LEADER is unable to continue as TEAM LEADER due to death, debilitating illness, or other acts of God, then a new TEAM LEADER may be named, as long as that person agrees in writing to fulfill the duties to be a TEAM LEADER, and is otherwise eligible to be the TEAM LEADER as required by this section. Such a change must be documented on an original Adoption of AGREEMENT in the form set forth in Exhibit A and submitted to SFSSRC along with an explanation of the circumstances as soon as possible, but no later than two weeks before the Team Launch Window. Proposed changes of TEAM LEADER are subject to approval by SFSSRC and FUNDERS in their sole discretion.

2.8 Eligibility for Prize

In order to be eligible to win a Prize from the FUNDERS, a TEAM must be solely comprised of TEAM MEMBERS and Entity Participants, as applicable, that are either (i) an individual that is a citizen or permanent resident of the United States, or (ii) an entity that is incorporated in and maintains a primary place of business in the United States. TEAM MEMBERS must furnish proof of eligibility (including proof of citizenship or permanent resident status, for individuals, and proof of incorporation and primary place of business, for entities) which proof must be satisfactory to FUNDERS in its sole discretion. A TEAM's failure to comply with any aspect of the foregoing requirements shall result in the TEAM being disqualified from winning a Prize from the FUNDERS.

Notwithstanding the foregoing, a TEAM may include an entity TEAM MEMBER with Entity Participants who are foreign nationals and the TEAM shall still be eligible to win a prize from FUNDERS as long as (i) the foreign national Entity Participant is a bona fide, full-time student who is enrolled during the term of this AGREEMENT and at the time of the CHALLENGE in an accredited U.S. institution of higher education, (ii) the student is during the term of this AGREEMENT in the United States on a valid student visa and is otherwise in compliance with all local, state, and federal laws and regulations regarding the sale and export of technology, (iii) the student signs and delivers an Foreign Student Acknowledgment in the form provided in Exhibit B wherein the student discloses his/her citizenship and acknowledges that the student is not eligible to win a prize from FUNDERS, and (iv) the percentage of such foreign national students on the TEAM is less than 50%. SFSSRC shall determine, in its sole discretion, whether foreign national students are eligible to participate in the CHALLENGE, but in no event shall such foreign national students be eligible to win a prize from the FUNDERS. No foreign student Entity Participant may serve as a TEAM LEADER for Prize eligibility purposes.

Current employees and consultants of Space Florida and SFSSRC may only participate as TEAM MEMBERS on a TEAM when the TEAM is not competing for the Prize from the FUNDERS. Participation of such parties as TEAM MEMBERS on a TEAM will make a TEAM ineligible for any Prize award.

TEAMS will be ineligible to win the Prize if any TEAM MEMBER is a Federal entity or Federal employee acting within the scope of their employment at any U.S. Government organization or organization principally or substantially funded by the Federal Government, including Federally Funded Research and

Development Centers, Government owned, contractor operated (GOCO) facilities, and the University Affiliated Research Centers.

Any such entity or individual must obtain prior written approval from the appropriate ethics officer that such participation does not violate federal personnel laws or applicable agency policy. A copy of this approval to participate in the CHALLENGE shall promptly be provided to SFSSRC.

2.9 Prize Payment

FUNDERS will issue Prize payments to the TEAM LEADER of winning TEAM(s) no later than 60 days after the announcement of the winner(s) of the CHALLENGE and submission to the FUNDER by such TEAM LEADER of information for Electronic Funds Transfer. Funds will be payable to the TEAM LEADER (either the individual TEAM MEMBER or the entity TEAM MEMBER of an Entity Participant) upon provision and acceptance of proof of citizenship, permanent resident status, or incorporation and place of primary business of the entity TEAM MEMBER to FUNDERS. The FUNDERS shall have sole discretion of acceptance of such proof as meeting eligibility requirements for the Prize. Each TEAM MEMBER acknowledges that FUNDERS shall only be obligated to make Prize payments to the TEAM LEADER. TEAM MEMBERS hereby acknowledge that any failure of the TEAM LEADER to make payments of any kind to TEAM MEMBERS is the responsibility of the TEAM LEADER, and not the responsibility of SFSSRC or FUNDERS.

2.10 Disclosure of Confidential Information

SFSSRC may request information from TEAM on its CHALLENGE designs, programs, and other technical information for safety and rules compliance purposes only. No public release of information regarding TEAM's technical approach will be made without the expressed permission of the TEAM LEADER.

If requested, SFSSRC will enter into a confidentiality agreement prior to receiving such information, on such terms and conditions as the TEAM LEADER and SFSSRC may agree. SFSSRC may share such information with NASA. If the parties are unable to agree on a confidentiality agreement, SFSSRC reserves the right to terminate the participation of a TEAM in the CHALLENGE.

3 SAFETY

SFSSRC reserves the right, in its sole discretion, to eliminate a TEAM or individual TEAM MEMBER from the CHALLENGE if the TEAM or individual TEAM MEMBER poses a threat to safety or health of self, teammates, participants, competitors, or attendees.

4 GOOD SPORTSMANSHIP

TEAM agrees that failure to refrain from unsportsmanlike conduct may result in TEAM's immediate elimination from participation in the CHALLENGE upon the discretion of SFSSRC. Unsportsmanlike

conduct includes but is not limited to use of profanity, derision of others, public release of misleading or inaccurate information about CHALLENGE, and attempt to delay CHALLENGE operations.

5 RIGHTS

5.1 Use of Names, Trademarks and Insignias

TEAM may not use any name, trademark or insignia on its hardware and printed materials related to the participation of TEAM in the CHALLENGE without Space Florida, SFSSRC, or its contractors, collaborators, or FUNDERS' prior written consent, whichever party is applicable.

TEAM agrees that unauthorized use of such names, trademarks and insignias shall result in elimination from participation in the CHALLENGE if TEAM continues unauthorized use after being notified to cease and desist by SFSSRC.

5.2 Media Rights

TEAM retains all Media Rights related to the story of its participation in the CHALLENGE.

TEAM agrees that SFSSRC and NASA will retain all Media Rights related to the story of the CHALLENGE.

Each TEAM MEMBER agrees to let SFSSRC and NASA use the name and likeness of such TEAM MEMBER (without charge) as may be reasonably required in connection with the media material prepared and distributed by SFSSRC and NASA relating in any way to the CHALLENGE.

TEAM agrees to provide SFSSRC reasonable amounts of video footage or access for recording activities related to participation of TEAM in the CHALLENGE and the right to use that footage for public affairs and/or educational purposes. SFSSRC is granted the right to furnish said footage and the right to use said footage with FUNDERS.

TEAM agrees that its failure to furnish video footage and access for recording purposes based on SFSSRC's reasonable request may result in TEAM's removal from participation in the CHALLENGE.

5.3 Purchase and Sales Rights

TEAM agrees that SFSSRC and FUNDERS retain the non-exclusive right to purchase from TEAM the resultant or derived product, service, or technology used to win the CHALLENGE. This section does not guarantee a purchase of the resultant or derived product, service, or technology and is subject at all times to the parties reaching mutual agreement after the CHALLENGE.

TEAM retains all rights to sell the resultant or derived product, service, or technology used to win the CHALLENGE to whomever they wish, provided they abide by all local, state, and federal laws and regulations regarding the sale and export of technology.

5.4 Intellectual Property Rights

Notwithstanding anything to the contrary in this AGREEMENT, SFSSRC and FUNDERS claim no intellectual property (IP) rights from TEAM. All trade secrets, copyrights, patent rights, and software rights will remain with each respective TEAM.

To the extent TEAM owns IP resulting from its participation in CHALLENGE, TEAM agrees to negotiate in good faith with FUNDERS that are members of the federal government for grant of a nonexclusive, nontransferable, irrevocable, license to practice or have practiced for on behalf of the United States, the intellectual property throughout the world, at reasonable compensation, if FUNDERS choose to pursue such a license.

6 GENERAL PROVISIONS

6.1 Governing Law

The parties hereby designate United States federal law to govern this AGREEMENT for all purposes, including, but not limited to, determining the validity of the AGREEMENT, the meaning of its provisions, and the rights, obligations, and remedies of the Parties.

6.2 Acceptance and Removal

By executing this AGREEMENT, SFSSRC accepts TEAM for CHALLENGE. A nonrefundable registration fee is required to complete the registration process.

The first deadline for registration is 11:59 PM EST on 1– December – 2012. The registration fee is US \$10,000.00. After this date, the fee for registration will be \$20,000.

SFSSRC has the right to eliminate TEAM from the CHALLENGE at any time if TEAM fails to meet any material term of this AGREEMENT.

Removal of the TEAM from participating in the CHALLENGE eliminates the possibility of TEAM winning the CHALLENGE.

TEAM agrees to abide by the decision for removal made by SFSSRC, without contest, legal recourse, or any other action of protest of the decision.

6.3 Reporting

On a monthly basis, TEAM agrees to provide SFSSRC with a written total (a single amount) of the following: TEAMs incremental and cumulative financial, property (capital), personnel, and any other investments, and/or expenditures (direct or in-kind) made to conduct any and all activities related to or required by participation of TEAM in the CHALLENGE. SFSSRC will not make this information public except in aggregate form for all TEAMs competing in the CHALLENGE. TEAM agrees that failure to meet this reporting requirement may result in its removal from participation in the CHALLENGE.

6.4 Effective Date

The Effective Date of this AGREEMENT is the later date on which the Parties execute this AGREEMENT.

6.5 Responsible Officers

The following are Responsible Officers (or their designee) for each party for purposes of providing periodic TEAM updated information, to coordinate planning of the CHALLENGE, and to perform other interfacing functions between TEAM and SFSSRC as necessary. When questions arise about CHALLENGE rules, the Responsible Officer may contact SFSSRC for a case-by-case interpretation and ruling.

Space Florida Small Satellite Research Center

Percy R. Luney, Jr., Director

Tel: 321-730-5301, ext. 229

Fax: 321-730-5307

Email: pluney@spaceflorida.gov

P.O. Box 656

Cape Canaveral, Florida 32920

Insert Team name here

Insert Team POC Name here

Insert Team POC Title here

Tel: Insert Team POC Tel Number here

Fax: Insert Team POC Fax Number here

Email: Insert Team POC Email here

Insert Team Mailing Address here

6.6 Complete Agreement

This AGREEMENT represents the full and complete understanding and agreement between the parties regarding their relationship and the CHALLENGE. It merges and supersedes all previous AGREEMENT are agreements, oral or written, express or implied including related communications and representations.

6.7 Invalidity

The invalidity, in whole or in part, of any part of this AGREEMENT herein shall not affect the validity or enforceability of any other part of this AGREEMENT.

6.8 Assignment

This AGREEMENT may not be assigned by a TEAM to any party without the prior approval of SFSSRC and the FUNDERS. SFSSRC may assign this AGREEMENT to FUNDERS or its designated agent.

6.9 Insurance and Indemnification

TEAM agrees to obtain any and all insurance policies and coverage required by its local, state, or federal governments to conduct any and all activities related to or required by participation of TEAM, the TEAM MEMBERS, and Entity Participants, if any, in the CHALLENGE. In addition, SFSSRC requires that each TEAM obtain liability insurance in the amount of \$1 million that covers each TEAM MEMBER and Entity Participant. The TEAM's liability insurance shall provide coverage for all claims by (A) a third party for death, bodily injury, or property damage, or loss resulting from an activity carried out in connection with participation in the CHALLENGE, with the Federal Government named as an additional insured under the TEAM's insurance policies; and (B) the Federal Government for damage or loss to Government property resulting from or related to CHALLENGE activities. The TEAM and all TEAM MEMBERS agree to indemnify the Federal Government against third-party claims for damages arising from or related to CHALLENGE activities.

Proof of insurance in such form as reasonably required by SFSSRC shall be provided to SFSSRC **30 days after registration** for the \$1 million policy for the CHALLENGE. Proof of additional insurance coverage required to conduct a Launch Attempt will be due 30 days prior to the Launch Attempt. TEAM agrees that failure to meet these insurance requirements will result in TEAM's removal from participation in the CHALLENGE.

6.10 Waiver, Release, and Covenant Not to Sue

In consideration for the opportunity to compete in the CHALLENGE, TEAM agrees to assume any and all risks arising from or related to the CHALLENGE, waives all claims against, and covenants not to sue, whether in contract or tort, SFSSRC and its contractors and related entities, including FUNDERS and the U.S. Government and its related entities, for any injury, death, damage, loss of property or revenue or profits, whether direct, indirect, or consequential, arising from its participation in the CHALLENGE, including preparation for the CHALLENGE and any advice received in connection with the CHALLENGE, whether such injury, death, damage or loss arises through negligence or otherwise, except in the case of willful misconduct.

TEAM also acknowledges that SFSSRC has entered into AGREEMENT with FUNDERS to pay the Prize and agrees that the obligation for payment of the Prize to declared winners belongs to the FUNDERS and not to SFSSRC.

Commitments by the U.S. Government to provide the Prize for this CHALLENGE are subject to the availability of appropriated funds, and no provision in this AGREEMENT shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. 1341.

6.11 Additional Rules

SFSSRC may, in its sole and absolute discretion, implement such additional rules or requirements as it deems appropriate to administer the CHALLENGE. Failure to adopt or follow such additional rules or requirements shall be grounds to terminate a TEAM and all TEAM MEMBERS from the CHALLENGE.

7 DELAY, CANCELLATION OR TERMINATION

TEAM acknowledges that circumstances may arise that require the CHALLENGE to be delayed indefinitely or cancelled. Such delay or cancellation, and/or the termination of this AGREEMENT, shall be within the full discretion of SFSSRC or its assignee, and TEAM accepts any risk of damage or loss due to such delay, cancellation, and/or termination.

8 EXECUTION

The undersigned agree to all terms of this AGREEMENT.

NAME HERE

Space Florida Small Satellite Research Center

TITLE HERE

Date: _____

Insert Team Leader Name Here

Insert Team Name Here

Insert Team Leader Title Here

Date: _____

EXHIBIT A: APPLICATION FOR APPROVAL OF TEAM MEMBERSHIP AND ADOPTION OF AGREEMENT BY AN INDIVIDUAL ("Adoption of Agreement")

The undersigned applies to register for the 2012-2013 Nano-Satellite Launch Challenge as a TEAM Member and agrees to be bound by all the provisions of the attached 2012-2013 Nano-Satellite Launch Challenge Team Agreement that TEAM MEMBER acknowledges having read, understood and agreed to by signing below. In particular, but without limitation of other responsibilities under the Agreement, applicant TEAM MEMBER agrees:

In return for the opportunity to participate in this CHALLENGE, to waive any and all claims against SFSSRC and FUNDERS, including but not limited to claims in contract and tort, related to or resulting from any and all activities under or arising from participation as a TEAM MEMBER.

Abide by all Team Agreement provisions, including but not limited to 2.4 "Financing", 2.6 "Government Regulations and Licensing", 4 "Good Sportsmanship", 5.2 "Media Rights", 6.3 "Reporting", 6.9 "Insurance & Indemnification, 6.10 "Waiver and Acknowledgement", and to submit all questions and issues to SFSSRC through the TEAM LEADER.

Team Member Must Check one of the Following:

_____ TEAM MEMBER is an individual who is a citizen or permanent resident of the United States.

_____ TEAM MEMBER is not an individual who is a citizen or permanent resident of the United States. Accordingly, TEAM MEMBER is NOT eligible to win a Prize in the CHALLENGE.

TEAM MEMBER Name: _____

TEAM MEMBER Citizenship: _____

TEAM MEMBER Place of Employment: _____

TEAM MEMBER Signature: _____ Date: _____

Application endorsed by: Team Leader Name _____

TEAM LEADER Signature: _____ Date: _____

Application Approved by: SFSSRC Director Name _____

SFSSRC Director Signature: _____ Date: _____

EXHIBIT A: APPLICATION FOR APPROVAL OF TEAM MEMBERSHIP AND ADOPTION OF AGREEMENT by an Entity ("Adoption of Agreement")

The undersigned applies to register for the 2012-2013 Nano-Satellite Launch Challenge as a TEAM MEMBER and agrees to be bound by all the provisions of the attached 2012-2013 Nano-Satellite Launch Challenge Team Agreement that TEAM MEMBER acknowledges having read, understood and agreed to by signing below. In particular, but without limitation of other responsibilities under the Agreement, applicant TEAM MEMBER agrees:

In return for the opportunity to participate in this CHALLENGE, to waive any and all claims against SFSSRC and FUNDERS, including but not limited to claims in contract and tort, related to or resulting from any and all activities under or arising from participation as a TEAM MEMBER.

Abide by all Team Agreement provisions, including but not limited to 2.4 "Financing", 2.6 "Government Regulations and Licensing", 4 "Good Sportsmanship", 5.2 "Media Rights", 6.3 "Reporting", 6.9 "Insurance & Indemnification, 6.10 "Waiver and Acknowledgement", and to submit all questions and issues to SFSSRC through the TEAM LEADER.

Cause all Entity Participants listed below to be bound by this ADOPTION.

Team Member Must Check One of the Following:

_____ TEAM MEMBER is an entity incorporated in and which maintains its primary place of business in the United States.

_____ TEAM MEMBER is not an entity incorporated in and which maintains its primary place of business in the United States. Accordingly, TEAM MEMBER is NOT eligible to win a prize in the CHALLENGE.

Entity Name: _____

Location of Incorporation: _____

Primary Place of Business: _____

Authorized Entity TEAM MEMBER Signature: _____

Date: _____

Application endorse by: TEAM LEADER Name: _____

TEAM LEADER Signature: _____ Date: _____

Application Approved by: SFSSRC Director Name _____

SFSSRC Director Signature: _____ Date: _____

LIST OF ENTITY PARTICIPANTS

1 Participant Name: _____ Citizenship: _____

2 Participant Name: _____ Citizenship: _____

3 Participant Name: _____ Citizenship: _____

4 Participant Name: _____ Citizenship: _____

5 Participant Name: _____ Citizenship: _____

6 Participant Name: _____ Citizenship: _____

7 Participant Name: _____ Citizenship: _____

8 Participant Name: _____ Citizenship: _____

9 Participant Name: _____ Citizenship: _____

10 Participant Name: _____ Citizenship: _____

11 Participant Name: _____ Citizenship: _____

12 Participant Name: _____ Citizenship: _____

13 Participant Name: _____ Citizenship: _____

14 Participant Name: _____ Citizenship: _____

15 Participant Name: _____ Citizenship: _____

16 Participant Name: _____ Citizenship: _____

17 Participant Name: _____ Citizenship: _____

18 Participant Name: _____ Citizenship: _____

19 Participant Name: _____ Citizenship: _____

20 Participant Name: _____ Citizenship: _____

21 Participant Name: _____ Citizenship: _____

22 Participant Name: _____ Citizenship: _____

23 Participant Name: _____ Citizenship: _____

EXHIBIT B: FOREIGN STUDENT ACKNOWLEDGEMENT

I, _____, an Entity Participant with
_____ (Entity TEAM MEMBER) on TEAM _____,
acknowledge that (i) during the term of the attached 2012-2013 Nano-Satellite Launch Challenge Team Agreement ("AGREEMENT") and at the time of the CHALLENGE, I am a bona-fide, full-time student enrolled at an accredited U.S. institution of higher education, (ii) during the term of the Agreement, I am in the United States on a valid student visa and am otherwise in compliance with all local, state, and federal laws and regulations regarding the sale and export of technology, (iii) I will comply with all terms and conditions of the Agreement; and (iv) I am not a citizen or permanent resident of the United States. Accordingly, I am NOT eligible to win a prize from FUNDER in the CHALLENGE. All capitalized terms not otherwise defined herein shall have the meanings ascribed in the AGREEMENT.

Entity Participant Citizenship: _____

Entity Participant Institute of Enrollment: _____

Entity Participant Signature: _____

Acknowledgement Endorsed by Entity TEAM MEMBER:

Name: _____

Signature: _____ Date: _____

Acknowledgement Endorsed by TEAM LEADER:

Name: _____

Signature: _____ Date: _____

Acknowledgement Endorsed by SFSSRC Director:

Name: _____

Signature: _____ Date: _____